

## C.4

**MEMO TO:** City Council

**FROM:** Rosemarie Ives, Mayor

**DATE:** September 6, 2005

**SUBJECT:** **COMMUTE TRIP REDUCTION (CTR) IMPLEMENTATION  
CONTRACT WITH WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION (WSDOT)**

### **I. RECOMMENDED ACTION**

By motion authorize the City of Redmond to enter into an interlocal agreement with the Washington State Department of Transportation (WSDOT) to receive the City's share of state funds (approximately \$91,512 per year for two years) to administer the Commute Trip Reduction (CTR) law through June 30, 2007.

### **II. DEPARTMENT CONTACT PERSONS**

Roberta Lewandowski, Director, Planning and Community Development, 425-556-2447  
Gloria Newby, CTR Administrator, 425-556-2442

### **III. DESCRIPTION/BACKGROUND**

In 1991, the legislature passed the CTR Act, requiring each county with a population over 150,000 and each city within those counties containing a "major employer with over 100 employees" to develop and implement a commute trip reduction plan. The CTR law also requires the state to provide technical assistance grants to the affected counties and cities. These funds have been allocated in proportion to the number of major employers in each county. The counties are required to distribute these funds to the affected cities in proportion to the number of major employers and work sites in each city. Inside Redmond there are currently 50 major work sites. (A work site is a building or cluster with 100 or more employees in a single company. A company may have more than one work site; e.g., the City of Redmond has two qualifying work sites, Campus and MOC.)

### **IV. IMPACT**

- A. Service Delivery:** Approval of this contract will bring state funds of approximately \$91,512 per year for two years to the City of Redmond for administration and implementation of the CTR Ordinance.
- B. Fiscal:** No other funds have been budgeted by the City to support compliance with the state law. The funds are used to monitor compliance with the law and to provide services and incentives to help employers comply.

**V. ALTERNATIVES**

- A. Approve an amended CTR Interlocal Agreement.** This proposed interlocal agreement was developed to meet the needs of King County Metro and 20 CTR-affected cities. Amendments to this agreement should be undertaken only if significant changes are needed, as a continuing discussion of amendments will delay Redmond's ability to receive state CTR funds and implement the state law.
- B. Do not approve CTR Interlocal Agreement.** The state CTR Act requires that Redmond proceed with implementation. Failure to approve the interlocal agreement will result in a lack of funds to support compliance.

**VI. TIME CONSTRAINTS**

These funds are assumed as part of the City's 2005-06 budget. Timely adoption of this interlocal agreement is necessary to receive funds to enable the City to proceed.

**VII. LIST OF ATTACHMENTS**

- Attachment A:** Commute Trip Reduction Interlocal Agreement  
**Exhibit I:** Funding Allocation Methodology  
**Exhibit II:** Scope of Work  
**Exhibit III:** Progress Report Format

/s/  
Roberta Lewandowski, Planning Director

8/20/05  
Date

Approved for Council Agenda /s/  
Rosemarie Ives, Mayor

8/20/05  
Date

# ATTACHMENT A

Commute Trip Reduction Implementation Agreement			
<b>Washington State</b> <b>Department of Transportation</b> <b>310 Maple Park Avenue</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>  <b>Key Contact Person: Robin Hartsell</b>		<b>Contractor</b> <b>City of Redmond</b> <b>PO Box 97010</b> <b>Redmond, WA 98073</b>  <b>Key Contact Person: Gloria Newby</b> <b>Employer Federal ID #91-6001492</b>	
<b>Project Amount</b> <b>July 1, 2005 through June 30, 2006</b> <b>\$91,512</b>		<b>Project Amount</b> <b>July 1, 2006 through June 30, 2007</b> Will be allocated as set forth in Exhibit I, Funding Allocation Methodology	
<b>Agreement Number</b>  <b>GCA4572</b>	<b>Start Date</b>  <b>July 1, 2005</b>	<b>Completion Date</b>  <b>June 30, 2007</b>	<b>Project Title</b>  <b>Commute Trip Reduction Implementation</b>

This AGREEMENT is entered into by the Washington State Department of Transportation (hereinafter referred to as "WSDOT") and the Contractor identified above (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

**WHEREAS**, RCW 70.94.521 through 70.94.551 requires counties, cities and towns containing "major employers," in counties with populations over 150,000, to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction (CTR) plans and programs, and

**WHEREAS**, RCW 70.94.544 provides for distribution of funds for local CTR implementation efforts, and

**WHEREAS**, WSDOT desires to achieve trip reduction in order to improve the efficiency of the state transportation system and the quality of life for citizens of the State of Washington, and

**WHEREAS**, WSDOT hereby desires to engage and the CONTRACTOR so agrees to perform all tasks as hereinafter agreed upon by both PARTIES, and

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises herein contained and Exhibits I, II and III, attached hereto and made a part hereof, the PARTIES agree to the terms and conditions following:

## **Section 1**

### **Purpose of Agreement**

The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through .551 and to implement tasks as described in Exhibit II, Scope of Work.

## **Section 2**

### **Scope of Work**

The CONTRACTOR and WSDOT agree to perform all designated tasks under this AGREEMENT as described in Exhibit II, Scope of Work.

## **Section 3**

### **Time for Beginning and Completion**

The work to be performed under this AGREEMENT shall commence on July 1, 2005, and terminate on June 30, 2007, unless terminated sooner as provided herein.

## **Section 4**

### **Reimbursement and Payment**

WSDOT shall reimburse the CONTRACTOR for eligible expenditures not to exceed \$91,512 during the AGREEMENT period. The maximum amount of funding for the CONTRACTOR was determined using the methodology contained in Exhibit I, Funding Allocation Methodology. WSDOT will reimburse the CONTRACTOR only for actual and eligible direct and related indirect project costs. Payment will be made on a reimbursable basis. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices accompanied by progress reports as provided in Section 6 and financial summaries. The CONTRACTOR shall submit an invoice (state form A-19) or WSDOT approved invoice format to WSDOT in order to receive reimbursement. The CONTRACTOR may submit invoices, not more than once per month, during the course of this AGREEMENT. The CONTRACTOR shall submit a final invoice to WSDOT no later than July 15, 2007. Any invoice received after July 15, 2007 will not be eligible for reimbursement. Within 30 days after receiving an invoice and upon approval, WSDOT shall remit payment to the CONTRACTOR. All invoices and payments shall be based on and paid on actual work performed and actual costs incurred up to the maximum amount identified in this AGREEMENT.

## **Section 5**

### **Project Records**

The CONTRACTOR agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related indirect project costs claimed to have been incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account". All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

## **Section 6**

### **Progress Reports**

The CONTRACTOR shall submit to WSDOT progress reports as described in Exhibit II, Scope of Work, so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. Progress reports shall be submitted to WSDOT along with every invoice request for reimbursement submitted pursuant to Section 4, Reimbursement and Payment.

## **Section 7**

### **Audits, Inspections, and Records Retention**

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the project or the project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CONTRACTOR within the scope of this AGREEMENT.

## **Section 8**

### **Agreement Modifications**

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work. Such changes that are mutually agreed upon shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

B. Any additional funding secured by WSDOT beyond the amount identified in Section 4, Reimbursement and Payment will be allocated to the CONTRACTOR for the period July 1, 2005 to June 30, 2007 in accordance with the methodology described in Exhibit I, Funding Allocation Methodology. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and/or the project amount in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Work and/or the AGREEMENT amount in order to reflect any such reduction of funding.

## **Section 9 Recapture Provision**

In the event that the CONTRACTOR fails to expend state funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following termination or expiration of this AGREEMENT. The CONTRACTOR agrees to repay such state funds under this recapture provision within 30 days of demand.

## **Section 10 Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the authorized representative of WSDOT Public Transportation and Commute Options (PT&CO) Office. If the PARTIES cannot resolve a dispute by mutual agreement, the CONTRACTOR may submit a written detailed description of the dispute to the PT&CO Program Manager who will issue a written decision within ten (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

## **Section 11 Termination**

WSDOT, at its sole discretion, may suspend or terminate this AGREEMENT in whole, or in part, for the reasons following:

A. The CONTRACTOR materially breaches, or fails to perform any of the requirements of, this AGREEMENT, and after fourteen (14) days written notice, has failed to cure the condition(s) causing that breach. Conditions of breach may include, but are not be limited to:

- Any action taken by the CONTRACTOR without WSDOT approval, which under the provisions of this AGREEMENT, required WSDOT approval;
- Failure to perform in the manner called for under this AGREEMENT; or
- Failure to comply with any provision of this AGREEMENT;

B. The CONTRACTOR is prevented from proceeding with the AGREEMENT by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;

C. The requisite state or federal funding is reduced or becomes unavailable through failure of appropriation or otherwise;

D. WSDOT determines that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds;

E. WSDOT, at its sole discretion, determines to accept a request made in writing by the CONTRACTOR to terminate the AGREEMENT in whole or in part; or

F. WSDOT determines that suspension or termination is in the best interests of the state.

If this AGREEMENT is terminated under subsections B, C, D, E, and/or F of this Section, the CONTRACTOR may be reimbursed only for actual and eligible direct and related indirect expenses incurred prior to the date of termination, and then only to the extent of appropriated funds. If this AGREEMENT is terminated under subsection A of this Section, the WSDOT shall not be obligated to provide any additional reimbursement, and WSDOT shall retain all rights to seek recapture or damages from the CONTRACTOR.

## **Section 12**

### **Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

## **Section 13**

### **Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

## **Section 14**

### **Independent Contractor**

The CONTRACTOR shall be deemed an independent CONTRACTOR for all purposes, and the employees of the CONTRACTOR or any of its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

## **Section 15**

### **WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR is allowed to seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

## **Section 16**

### **Limitation of Liability and Indemnification**

No liability shall attach to WSDOT or the CONTRACTOR by reason of entering into this AGREEMENT, except as expressly provided herein. This AGREEMENT is not intended to benefit any third party. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and/or officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, penalties, losses, damages (both to persons and property), or costs of whatsoever kind or nature (hereafter "claims") brought against WSDOT arising out of or incident to the execution, performance or failure to perform under this AGREEMENT; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the

CONTRACTOR, its agents, employees, and/or officers and (b) WSDOT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its agents, employees, and/or officers; and provided further that nothing herein shall require the CONTRACTOR to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers.

#### **Section 17 Hold Harmless**

It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each PARTY hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents or employees. Each agreement, contract or subcontract for services or activities to further the terms of this AGREEMENT shall include an indemnification and hold harmless providing that WSDOT and the State of Washington are not liable for damages or claims for damages arising from any city, town, designee or subcontractor's performance or activities under the terms of those agreements, contracts or subcontracts.

#### **Section 18 Governing Law, Venue, and Process**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The CONTRACTOR hereby accepts service of process by registered mail consistent with RCW 4.28.080(1). Each PARTY shall bear its own legal costs and expenses, including attorney fees, in any such litigation.

#### **Section 19 Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations, including, but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act (ADA), Public Law 101-336, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.



**Section 20**  
**Section Headings**

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

**Section 21**  
**Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 22**  
**Execution and Acceptance**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept State funds and agrees to all of the terms and conditions thereof.

**Section 23**  
**Execution**

This AGREEMENT is executed by the Director of the Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation and Rail Division.

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Judith Giniger, Director  
Public Transportation and Rail Division

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Who certifies proper authority to  
execute this Agreement on behalf of  
the Contractor

Date: \_\_\_\_\_

Approved as to form only:

By: Ann E. Salay  
Assistant Attorney General

Date: June 21, 2005

## Exhibit I Funding Allocation Methodology

Funding allocated by WSDOT for local implementation of CTR activities is based on the formula following:

1. Each county is provided \$1,260 per affected worksite as a base allocation to ensure sufficient funding to meet jurisdiction obligations pursuant to RCW.70.94.521-.551. The number of affected worksites in each county shall be based on information contained in WSDOT's database as of May 1st of each year.
2. The remaining funding will be allocated based on the number of commute trips reduced per day in each county, between each worksite's base year survey and its most recent survey, provided that every county receives at least \$80,000 per year. For the period July 1, 2005 through June 30, 2006, the most recent survey period will be 2003. For the period July 1, 2006 through June 30, 2007, the most recent survey period will be 2005.

### July 1, 2005 – June 30, 2006 Allocation

County	Number of Sites	Trips Reduced/Day	Worksite Base Allocation	Performance Allocation	Additional to Achieve \$80,000 Floor	Total Allocation
Benton						\$50,000
Clark	48	1,157	\$60,480	\$29,309	\$0	\$89,789
King	527	11,863	\$664,020	\$300,511	\$0	\$964,532
Kitsap	31	1,522	\$39,060	\$38,555	\$2,385	\$80,000
Pierce	80	2,900	\$100,800	\$73,462	\$0	\$174,262
Snohomish	88	806	\$110,880	\$20,417	\$0	\$131,297
Spokane	100	1,562	\$126,000	\$39,568	\$0	\$165,568
Thurston	62	550	\$78,120	\$13,932	\$0	\$92,052
Whatcom	23	421	\$28,980	\$10,665	\$40,355	\$80,000
Yakima	23	122	\$28,980	\$3,090	\$47,930	\$80,000
<b>TOTAL</b>	<b>982</b>	<b>20,903</b>	<b>\$1,237,320</b>	<b>\$529,510</b>	<b>\$90,670</b>	<b>\$1,907,500</b>

Any distribution of funds to jurisdictions within a county shall be done on the basis of the number of affected worksites in each jurisdiction. For example, if there are two (2) jurisdictions in a county, each with fifty percent (50%) of the total number of affected worksites in the county, any division of funds within the county should provide each of the two (2) jurisdictions with fifty percent (50%) of the total county funding allocation.

## **EXHIBIT II**

### **SCOPE OF WORK**

#### **Implementation of Commute Trip Reduction (CTR) Plans and Program**

#### **1. CONTRACTOR AGREES TO:**

##### **1.1. Work to be Performed**

1.1.1. The county or city, whichever applies, has enacted a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.551. Said ordinance requires, for example, the submission of employee commuter surveys, employer annual reports, and other provisions for the tracking of certain vehicle miles traveled (VMT) and single occupant vehicle (SOV) commute trips, as well as provisions to assist in the reduction of VMT and SOV. Therefore, the CONTRACTOR agrees to implement a CTR program and to comply with all provisions of the applicable county or city ordinance, which is incorporated herein by reference and made a part of this AGREEMENT and this Scope of Work.

##### **1.2. Funding Distribution and Reporting**

1.2.1. The CONTRACTOR may distribute funds to its eligible contracting partner(s) who are implementing CTR plans and ordinances as authorized by RCW 70.94.544, by entering into agreements with other jurisdictions, local transit agencies, regional transportation planning organizations, or other eligible organizations. The CONTRACTOR shall submit to WSDOT within 30 days of execution of any agreement between the CONTRACTOR and is eligible contracting partner(s): (a) a list of dollar amounts to be disbursed by the CONTRACTOR to its eligible contracting partner(s), or (b) a fund dispersion methodology.

##### **1.3. Implementation Plans**

1.3.1. In addition to complying with Section 1, above, the CONTRACTOR shall implement all CONTRACTOR provisions in this Scope of Work. Further, the CONTRACTOR shall incorporate Sections 1 and 3 of the Scope of Work in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of CTR plans and compliance with applicable ordinances.

##### **1.3.2. Appeals, Exemptions, and Modifications**

1.3.3. The CONTRACTOR shall maintain an appeals process consistent with RCW 70.94.534(6), applicable ordinances, and procedures contained in the Commute Trip Reduction Task Force Guidelines, which may be obtain from the WSDOT or found at <http://www.wsdot.wa.gov/tm/tripreduction/CTRguide/default.cfm>. The CONTRACTOR, or its eligible contracting partner(s), shall submit requests for CTR exemptions or goal modifications to WSDOT for review and comment within five (5) days of receiving such requests, and shall provide WSDOT five (5) working days to comment prior to approving or denying the request.

#### **1.3.4. Survey Processing**

1.3.5. The CONTRACTOR shall notify WSDOT prior to sending employee commuter surveys to the University of Washington, Office of Educational Assessment, for processing. The notification must include the name of the worksite, employer identification code, and type of survey for each survey being submitted for processing. The notification shall be submitted as an electronic spreadsheet via electronic mail. The CONTRACTOR agrees not to deliver or send surveys for processing unless authorized to do so by WSDOT.

#### **1.3.6. Database Updates**

1.3.7. The CONTRACTOR agrees to provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a quarterly basis. These updates shall be submitted electronically in a format specified by WSDOT.

#### **1.3.8. Employer Annual Reports**

1.3.9. The CONTRACTOR agrees to, within 30 days from the date of filing, submit to WSDOT one (1) electronic or hard copy of all employer annual report(s).

#### **1.3.10. Employer Exemptions and Goal Modifications**

1.3.11. The CONTRACTOR agrees to, within 30 days from the date of official administrative decision, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption or goal modification, including information about the duration of all exemptions and information on the type of goal modification granted.

#### **1.3.12. Progress Report and Invoice**

1.3.13. The CONTRACTOR agrees to submit to WSDOT periodic progress reports, as specified in Exhibit III, Progress Report Format, with all invoices in accordance with Section 4 of this AGREEMENT.

## **2. WSDOT AGREES TO:**

### **2.1. General Technical Assistance**

2.1.1. WSDOT will provide support to the CONTRACTOR, or its eligible contracting partner(s), in developing and implementing CTR plans and programs, including providing training, informational materials, and assistance in CTR evaluation. WSDOT will also assist with overall CTR marketing and promotion on a statewide basis.

### **2.2. Exemptions and Modifications**

2.2.1. WSDOT will review and comment on employer requests for exemptions from CTR requirements and/or goal modifications, within five (5) working days after receipt. Failure to review and comment on such requests within five (5) working days after receipt shall be considered a waiver of WSDOT's right to comment.

### **2.3. Database Management**

2.3.1. WSDOT will maintain a current database of all affected worksites in Washington State. WSDOT will input new and/or updated worksite information within fifteen (15) working days after receipt from CONTRACTOR. WSDOT will employ an internal verification process to ensure all new and/or updated information is input in a timely and accurate manner. Information from the WSDOT database will be used to determine funding allocation consistent with the methodology contained in Exhibit I, Funding Allocation Methodology.

### **2.4. Training**

2.4.1. WSDOT will maintain training materials to support implementation of CTR programs.

### **2.5. Public Awareness**

2.5.1. WSDOT will develop and implement statewide public awareness and recognition programs to support local implementation of CTR programs.

### **2.6. Annual Reporting Assistance**

2.6.1. WSDOT will distribute in sufficient quantities the State “Program Description & Employer Annual Report” form to the CONTRACTOR, or other eligible recipients, if requested. WSDOT will also maintain an internet-based annual report system and will provide information and ongoing technical assistance to employers and jurisdictions using the system.

### **2.7. Survey Assistance**

2.7.1. WSDOT will:

- 2.7.1.1. Provide the CONTRACTOR, or its eligible contracting partner(s), with summary survey information if requested.
- 2.7.1.2. Distribute the Employee Questionnaires in sufficient numbers to the CONTRACTOR, its eligible contracting partner(s) if requested.
- 2.7.1.3. Maintain an internet-based survey tool, and provide information and ongoing technical assistance to employers and jurisdictions using the system.
- 2.7.1.4. Provide survey processing at no cost to the CONTRACTOR, or its eligible contracting partner(s), and affected employers, during the base year and all subsequent surveys.
- 2.7.1.5. Provide technical assistance to the CONTRACTOR, or its eligible contracting partner(s), and employers, on surveying, if requested.
- 2.7.1.6. Work with the CONTRACTOR, or its eligible contracting partner(s), to calculate goal measurement information and track measurement survey history for all CTR affected worksites.

- 2.7.1.7. Return the processed employee commuter survey and reports to the CONTRACTOR, or its eligible contracting partner(s), within thirty (30) days of the date the forms are delivered for processing
- 2.7.1.8. Maintain and periodically update the “CTR Guide for Employer Surveys.” WSDOT will review survey guide/instructional materials developed by the CONTRACTOR or its eligible contracting partner(s) for consistency with the state-developed “CTR Guide for Employer Surveys,” which may be obtained from WSDOT.
- 2.7.1.9. Review all electronically submitted survey notifications and respond to the CONTRACTOR within five (5) working days after receipt.

**Exhibit III**  
**Progress Report Format**

- Name of the Organization Submitting Report:
- Submitted on behalf of following Jurisdiction(s):
- Contact Name:
- Contact Phone and Fax Number:
- Contact E-mail:

**1. CTR Activities**

Prepare a brief summary of activities undertaken during the period for which reimbursement is requested.

**2. State CTR Funds Disbursed**

<b>Jurisdiction</b>	<b>Disbursed Since Last Report</b>	<b>Total Disbursed Fiscal Year to Date</b>
Jurisdiction A	\$	\$
Jurisdiction B	\$	\$
(etc)		
<b>Total Disbursement</b>	<b>\$</b>	<b>\$</b>

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**3. Expenditures This Period**

Under ‘Categories’ listed below, indicate either the actual expenditures, or estimated expenses if actual costs for these categories are not known. List the actual total expenditures on the last line of the following table.

<b>Categories</b>	<b>State CTR Funds Spent Since Last Report</b>	<b>Fiscal Year To Date State CTR Funds Spent</b>	<b>Local Funds Spent on CTR Activities Since Last Report</b>	<b>Fiscal Year to Date Local Funds Spent on CTR Activities</b>	<b>Other Funds Spent on CTR Activities Since Last Report</b>	<b>Fiscal Year to Date Other Funds Spent on CTR Activities</b>
<b>Required Activities, including:</b>	\$	\$	\$	\$	\$	\$
1. Notification of New Worksites						
2. Administering CTR Surveys						
3. Employer Annual Report Review						
4. Exemptions and Modifications						
5. Record Maintenance						
6. Enforcement						
<b>Employer Service Activities</b>						
Employer Training	\$	\$	\$	\$	\$	\$
Incentives	\$	\$	\$	\$	\$	\$
Promotion and Marketing	\$	\$	\$	\$	\$	\$
Guaranteed Ride Home	\$	\$	\$	\$	\$	\$
Other (Specify)	\$	\$	\$	\$	\$	\$
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**4. Jurisdiction(s) Contact Names, Address, and Phone Numbers**

Jurisdiction A John Who City of X PO Box 1234 X, WA 98000 Phone (206) 999-9999

**5. List of contact information for effected worksites in the Jurisdiction.**

The information will be submitted in the electronic format approved by WSDOT.

**6. Employer Annual Reports Approved During This Period**

Provide the name and worksite identification number for all employer annual reports accepted during this period. Attach a hard copy or electronic (disc) copy of all employer annual reports accepted by the jurisdiction during the quarter. If the jurisdiction accepted employer annual reports submitted via WSDOT’s web-based reporting system, indicate the name and worksite identification number for each worksite report accepted.

**7. Employer Exemptions and Goal Modifications Granted During This Period**

Provide the name and worksite identification number for any worksite that has been granted a CTR exemption or goal modification during the period, including information about the duration of all exemptions and information on the type of goal modification granted.